BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: - Restoration and Improvements of Channamma and Narayanappa layout, Narayanagowda layout, Basavalingappa layout and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-11)

Estimate Cost: 1000.00 Lakhs

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

BRUHAT BANGALORE MAHANAGARA PALIKE

No. BBMP/YNK-D/EE/E-PMT-08/2021-22

Office of the Executive Engineer,
Yelahanka Division. Yelahanka Zone,
Bangalore-560064, Dated:
30/08/2021.

INVITATION FOR TENDER (IFT)
(Two Cover system)

SHORT TERM TENDER
(Through GOKe-Procurement Portal Only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (vizhttps://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract **as per standard tender document KW-4**
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be submitted EMD Declaration Copy (As per Government order No:FD/675/expe-12/2020 Bangalore Dated 22-12-2020)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **30-09-2021** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents

SL No	Name of the Project	Estimate Cost (Rs In Lakhs)	Eligibility	Period of Completion
01	Restoration and Improvements of roads at Suryavamshi layout, Synikavihara layout, Sai Vihara layout, Naidu layout, Nagenahali layout and surrounding areas in ward no -02. of Yelahanka Sub division (PACKAGE NO-01)	1000.00	As Per E-Proc Portal	06 months
02	Restoration and Improvements of Balance main and cross roads of Nagenahalli , Harohalli , Kenchenahalli villages, Srinidhi layout, ISRO layout,KEB layout and surrounding areas in ward no -02. of yelahanka Sub division (PACKAGE NO-02)	1350.00	As Per E-Proc Portal	06 months
03	Restoration and Improvements of Balance roads of Ambhabhavani layout, Ambhabhavaninagara, SLN Enclave, KereAnjeenappa layout. Sainagar Phase -2 , Anugraha layout, Avikya layout and surrounding areas	1000.00	As Per E-Proc Portal	06 months

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	in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-03)			
04	Restoration and Improvements of Balance roads of AMS layout, Venugopal layout, Akashvani layout, Chikkabettahalli layout, Mahi layout and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-04)	1000.00	As Per E-Proc Portal	06 months
05	Restoration and Improvements of Balance roads of Chikkabettahalli, Doddabettahalli village, Adityanagara Phase -01 and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-05)	1000.00	As Per E-Proc Portal	06 months
06	Restoration and Improvements of Balance roads of Ananthapura village, Prakruthi layout, Nisarga layout and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-06)	1000.00	As Per E-Proc Portal	06 months
07	Restoration and Improvements of Balance roads of Brundhavana layout, Balaji layout, BHEL 1st phase and 2nd phase layout, Lakshmaiahreddy layout, Naidu layout, Jyothinagara 2nd and 3rd phase, Ramanna garden and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-07)	1000.00	As Per E-Proc Portal	06 months
08	Restoration and Improvements of roads M.S.Palya, Aishwarya Bakery road , Giridhamanagara and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-08)	1000.00	As Per E-Proc Portal	06 months
09	Restoration and Improvements of roads at Hesaraghatta main road, G Ramaiah layout, SaiArchade layout, Vijaya bank layout, Adityanagara Phase -02 and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-09)	1150.00	As Per E-Proc Portal	06 months
10	Restoration and Improvements of Mahalakshmi layout, Balaji layout, Best County-II & III, Bhaskar Reddy, Andhra layout,thirumalanagara and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-10)	2000.00	As Per E-Proc Portal	06 months
11	Restoration and Improvements of Channamma and Narayanappa layout, Narayanagowda layout, Basavalingappa layout and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-11)	1000.00	As Per E-Proc Portal	06 months
12	Restoration and Improvements of roads from Doddaballapura main road to Nagarjuna collage, Kaveri layout, Chowdappa layout, Maruthinagara, Hariraja layout and surrounding areas in ward no -03 of Yelahanka New town Sub divisio (PACKAGE NO-12)	1000.00	As Per E-Proc Portal	06 months
13	Restoration and Improvements of Balance roads of Chowdeshwari layout, Mariyappa layout, Muniraju layout, jyothinagara 1st main road, Deo Marvel layout, Sainagara phase-1 and surrounding areas in ward no -	1100.00	As Per E-Proc Portal	06 months

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	03 of Yelahanka New town Sub division (PACKAGE NO-13)			
14	Restoration and Improvements of Sainagara, Best county, Bharathnagara and chandrappa layout, Hill side meadows layout , Subhash Chandra Bose layout and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-14)	1400.00	As Per E-Proc Portal	06 months

Note:

1. Tenders must be submitted online through e-procurement portal on or before **16.00** hours on **dt:30-09-2021** and the opening of tenders will be as per the e-procurement portal guidelines.
2. Date of Pre bid meeting at the office Executive Engineer (Yelahanka Division) on **20-09-2021** at **16.00 hrs**
3. Technical Bids will be opened on the website https:/eproc.karnataka.gov.in in the office of the Executive Engineer (Yelahanka Division) on **Dt: 01-10-2021 at 16.00 hours.**
4. Aspiring bidders/contractors who have not registered in e-procurement should register before participating through the website https:/eproc.karnataka.gov.in
5. Before submission of online bids bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
6. All the required information required for Bids must be filled and submit online.
7. For details, registration and e-payment visit GOK e-procurement website https /eproc.karnataka gov.in or contact e-procurement Helpdesk at 080-25501227 / 25501216.
8. This tender notice can also be seen on the BBMP website www.bbmponline.org

ESSENTIAL CONDITIONS:

1. The Tender Notification along with Blank Tender Form will be accessible in the website of GOK e- Procurement Platform **(http://eproc.karnataka.gov.in) website.**
2. The interested contractors / suppliers may download the tender documents. The contractors may choose or otherwise attending the pre-bid meeting indicated in the Invitation for Tender.
3. Tender documents may be downloaded from Government of Karnataka e-Procurement website **http://eproc.karnataka.gov.in** under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in or contact e-Procurement Helpdesk at 080 – 22485867 / 22485927.
4. The contractors shall submit the digitally signed tenders electronically on or before the date and time of submission published in the e-procurement portal along with stipulated EMD notified in the tender document.
5. The contractor / supplier shall attach scanned DD or Bank Guarantee (for EMD) along with the bid on e-procurement portal and submit the original Bank Guarantee on before the last date and time notified in the Tender Document to the Tender Inviting authority.
6. The tenders will be evaluated only on confirmation of receipt of payment of EMD.
7. The Tender will remain valid for **180 Days** from the Date of Opening of Tender.
8. The Contractor is not eligible for submission of application for tender form if he has not put the tender after purchase of the tender document continuously for three times.
9. The Successful tenderer will have to execute an agreement with BBMP within **21 days** of receipt of intimation of Letter of Acceptance, failing which his tender will be summarily rejected without giving any further Notice.

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10. The Contractor / Agency shall intimate the change, if any, in any of the addresses, in advance or maximum within one week of such change along with acknowledgement of noting down of such change in address from the bank, Income tax, GST authorities etc. Failure to do so liability lies on the Contractor / Agency what so ever.
11. The Work shall be commenced with all Men, Material Tools and Plants within 7 days from the Date of Work Order, failing to which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tendered.
12. Defect Liability Period (DLP) and Maintenance Period will be as per Commissioner Order No: D/¦ J,i.Dgï/G-5317/2012-13 ¢£ÁAPÀ: 28.09.2012
13. FSD will be refunded only after Defect Liability Period (DLP) as per Condition 12.
14. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **90 days** beyond the validity of the tender.
15. For Asphalting works, like Pothole filling, Chip Carpeting, B.M & B.C etc., those who own their hot mix plant & mechanical paver only need apply. Such of those tenderer will have to furnish the list of machinery equipment along with the copy of the Registration Certificate at the time of scanning of tender documents.
16. Frequency of the Quality tests of all the materials and other tests have to be conducted by contractor as per Specifications for Road and Bridge Works (5th Revision) and IRC:SP:11-1984 Handbook of Quality Control for Construction of Roads and Runways, IRC:SP:112-2017 Manual for Quality Control in Road and Bridge Works, IRC:SP:47-1998 Guidelines on Quality Systems for Road Bridges (Plain, Reinforced, Prestressed), RC:SP:57-2000 Guidelines for Quality Systems for Road Construction and Composite Concrete and SP:7-2005 National Building Code of India & other relevant Indian standards in his laboratory or any other Laboratory assigned by the BBMP on his own cost in presence of Engineer/ consultants appointed by BBMP.
17. As per Govt. Order No: LD 300 LET/2006, Dated: 18.07.2007, 1% of the bill amount will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.
18. The Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract **(Standard Tender Document KW 1 & 2** also Tenderers are advised to go through the Standard Bid Documents.
19. Any Corrigendum / Modification will be notified in the Notice Board of the Undersigned.
20. The BBMP reserves the right to accept/reject any or all tenders without assigning any reasons what so ever.
21. **Successful Tenderer should deliver to the employer a security deposit equivalent 3% of the Contract price in form of DD / Bank Guarantee in favour of Commissioner BBMP otherwise action will be initiated as per Standard Bid document clauses.**
22. **An additional security for unbalanced bids (difference amount 50%) in the form of DD/ Bank Guarantee to be submitted in favour of Commissioner BBMP to the undersigned before opening of the technical bid otherwise there bids will be rejected.**
23. The Tender Accepting Authority shall have the power to accept or to reject any tender without assigning any reason thereof.
24. GST will be paid to the tendered amount separately only for 2018-19 schedule of rates and for GST/VAT is included in other than 2018-19 schedule of Rates.
25. As per Government Circular No. CI 81 MMN 2014 Dt: 18.02.2014 &UÀ sÀÆE:r'©/ PÀUÀUÀÄ/gÁ.YÀ.PÉÆÃ/2013-14 ¢£ÁAPÀ: 13.03.2014 the contractors are liable to pay royalty in terms of the contract if they are not able to produce the materials purchased document / MDP's from where they purchase.
26. Black Listed Contractors / in Govt. / Quasi Govt. / Boards / BBMP etc., are not eligible to quote, if found such Tenders will be rejected.

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A. General

1. Scope of Tender

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Sl No	Description of equipment	Qty	Ownership
1	Hot Mix Plant	1 No	Own/Lease
2	Excavator	2 Nos	Atleast 50% own
3	Concrete Mixer Machine	2 Nos	Atleast 50% own
4	Mechanical paver finisher	1 No	Own/Lease
5	Vibratory Road Rollers with Capacity 8-10 Tonne	1 No	Own/Lease
6	Tractor Mounted withAir compressor for cleanin	1 No	Own/Lease
7	Tractor Mounted with heating bitumen in boiler fitted with spray set	1 No	Own/Lease
8	Tippers	6 Nos	Atleast 50% own
9	Water Tanker	2 Nos	Atleast 50% own

(b) Liquid assets and /or availability of credit facilities of not less than **Rs. 2.6 Crores** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

Where

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated to* **2020-2021** *price level)* taking into account the completed as well as works in progress.
N = Number of years prescribed for completion of the works for which tenders are invited.
B = Value, at **2020-2021** price level, of existing commitments and on-going works to be completed during the next **06 months**

Note: ***The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.***

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

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10.1.2 **Second Cover:**

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **one hundred eighty (180) days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

a) upto Rs 20 Lakhs - 2.5%

b) Rs 20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-

c) Rs.1 crore and above up to Rs.10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-

d) Rs.10 crores and above – 1% subject to a minimum of Rs.15,00,000/-

e) Fixed Deposit Receipt (FDR) subject to the following condition

- Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of the tender.

Earnest money deposit will have to be in any one of the forms as specified in the Tender document and as per circular PWD:15:ITC:2008/2009 Dated:02-12-2010 (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee/FDR issued by Nationalized/Scheduled Bank and shall have to be valid for 90 days beyond the validity of the tender.

As per Circular: PWD:15:ITC:2008/2009 Dated:02-12-2010 the Tenderer shall submit the ORIGINAL BG/FDR for Part EMD on or before the Opening of Technical Bid, if failed to submit, the bid will be rejected and the initial amount deposited through e-procurement will be forfeited and further their names will be proposed for Black Listing if resorted repeatedly.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

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16. Deadline for submission of the Tenders

16.1 Tenders must be received by the Employer at the address specified above no later than **30-09-2021. at 16.00 hours** In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.

18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked **"MODIFICATION FOR FIRST/SECOND COVER"** or **"WITHDRAWAL"**, as appropriate.

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend on **01-10-2021 at 16.00 hours** on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 Envelopes marked **"WITHDRAWAL"** shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.[4]

[4] Refer GOK circular No. PWD 1359 SO/FC 2001 (P-2) dated 30th June 2003.

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SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration

Principal place of business: (Attach Copy)

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2016 - 17 .....
2017 - 18 .....
2018 - 19 .....
2019 - 20 .....
2020 - 21 .....

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)*			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2016-17						
2017-18						
2018-19						
2019-20						
2020-21						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers –in-Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

* Items of work for which data is requested should tally with that specified in ITT Clause 3

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SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: .....

.....

(To be filled in by the Employer before issue of the Tender document)

Tender

To : .....

Address .....

.....

(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ..... *[in figures]* (.....) *[in letters]*.[9]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs .....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____

Address: ----------

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[9] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

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Agreement Form

Agreement

This agreement, made the .....day of .....20....., between.....

.....[name and address of Employer] (hereinafter called "the Employer") of the one part and

.....[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute

.....[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works,
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract),
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities, and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of .....
Signed, Sealed and Delivered by the said

.....

.....

in the presence of:
Binding Signature of Employer

.....

Binding Signature of Contractor

.....

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(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

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within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be exclusive of GST and inclusive of other taxes that the Contractor will have to be paid for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:

GO-1 (As per the G.O. No.FD 3 PCL 2008, Bangalore, Dated: 21.11.2008)

If the period of execution is more than 6 months but less than or equal to 12 months for work costing more than Rs.50 lakhs, star rates in respect of specified materials (cement, steel and bitumen) only shall be payable to the contractor based on the all India average wholesale price index for the said materials. The star rates adjustment shall be as per the increase or decrease in the index as applied to the said materials between the last date for receiving bids and the date of execution as per the approved programme of works submitted by the contractor at the time of execution of agreement which shall mandatorily be a part of the agreement.

Government order-02.GO.N.791 Exp-12/2015.dated.26.02.2016 Bangalore – Provision for price adjustment for specified materials for works – is under clarification as per Government order action taken.

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.[10]

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;
(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)
(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.
(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

[10] Refer GOK Order No.FD 59 Pro.Cell 2004, Bangalore Dated 26th November 2004

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Milestone 1 i.e Financial Progress for Rs. 2.88 Crores within 02 Months from the date of work order (33%)
Milestone 2 i.e Financial Progress for Rs. 5.77 Crores within 04 Months from the date of work order (66%)

Milestone 3 i.e Financial Progress for Rs. 8.75 Crores within 06 Months from the date of work order (100%)

The Site Possession Date is:[13] **Date of work order** [21]

The Site is located at **Attur Ward No 03** and is defined in drawings [1.1]

The Defects Liability Period is **3 Years** for roads asphalted with both BM/DBM and BC [14]. [31]
The Defects Liability Period is **1 Year** for roads asphalted with only BC [15].
The Defects Liability Period is **1 Year** for civil works

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance[16]
(i)	Works of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party[17]	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula;[18] [40]

R= Value of work as defined in Clause 40.1 of Conditions of Contract

Adjustment for labour component.

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$V_L = 0.85 \times P_L / 100 \times R \times (L_t - L_o) / L_o$ Where,

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour;

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[13] At the time of preparation of the tender document give the period after the issue of work order, when the site would be made available to the contractor, for example 'one week after the issue of work order'
[14] The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)
[15] The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)
[16] Employer to specify as per requirement. Exclusions if any should also be specified.
[17] Specify an appropriate figure. For normal works it could be Rs.20 lakhs to cover 4 persons @Rs.5 lakhs each.
[18] The Formula has some normal components. It should be changed if need be to suit the nature of the work.

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V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen.

B_o = The official retail price of bitumen at the IOC /HPCL/BPL or any other depot at .....[23] on the day 30 days prior to the date of opening of Bids.

B_i = The official retail price of bitumen at the IOC/HPCL/BPL or any other depot at ..... for the 15th day of the middle calendar month of the quarter under consideration.

P_B = Percentage of bitumen component of the work.

Adjustment of Fuel and Lubricant component:

(v) Price adjustment for increase or decrease in cost of Fuel and Lubricants shall be paid in accordance with the following formula:

$$V_F = 0.85 \times P_F/100 \times R \times (F_i - F_o)/F_o, \text{ Where,}$$

V_F = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and Lubricants.

F_o = The official retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPL or other consumer pump at Bangalore on the day 30 days prior to the date of opening of Bids.

F_i = The official retail price of HSD at the IOC/HPCL/BPL or other consumer pump at Bangalore for the 15th day of the middle calendar month of the quarter under consideration.

P_F = Percentage of Fuel and Lubricant component of the work

Note: For the application of this Clause the price of HSD[24] has been chosen to represent Fuel and Lubricant Group

Adjustment for Plant and Machinery Spares Component:

(vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the contractor shall be paid in accordance with the following formula

$$V_P = 0.85 \times P_P/100 \times R \times (P_i - P_o)/P_o, \text{ Where}$$

V_P = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for plant and machinery spares.

P_o = The all India average wholesale price index for Heavy machinery and parts for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_i = The all India average wholesale price index for Heavy machinery and parts for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_B = Percentage of Plant and Machinery Spares component of the work.

Note: For the application of this Clause index of Heavy Machinery and Parts[25] has been chosen to represent the Plant and Machinery Spares Group.

Adjustment for Other materials:

(vii) Price adjustment for increase or decrease in the cost of other materials other than cement, steel, bitumen and Fuel and Lubricants[26], procured by the contractor shall be paid in accordance with the following formula:

$$V_M = 0.85 \times P_M/100 \times R \times (M_i - M_o)/M_o, \text{ Where}$$

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[23] Insert the nearest location of POL Depot

[24] This could be appropriately changed to any other item depending on the nature of work.

[25] This could be appropriately changed to any other item depending on the nature of the work.

[26] Add, delete or change depending on the nature of work.

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Three [33] months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

[34]The date by which "as-built"[35] **drawings (in scale 1:1000**[36]**)** in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

[37]The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is **Rs 1,00,000/-**

(The amount should be sufficient to get the completion drawings or Operating and Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.) [48]

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's Additional cost for completing the Works shall be 30 percent (30%). [50.1]

(Change if need be. It should be sufficient to get the balance of works completed by alternative agency.)

SECTION 7: SPECIFICATIONS

As per specifications mentioned in BOQ

SECTION 8: DRAWINGS
(Enclosed)

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[33] To be filled up by the Employer before issue of the tender document; say 'Three or four months'
[34] Score out whichever is not applicable
[35] Completion drawings
[36] Specify an appropriate scale
[37] Score out which ever is not applicable.

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SECTION 9: BILL OF QUANTITIES

BRUHAT BENGALURU MAHANAGARA PALIKE

Executive Engineer Yelahanka Division

Name of Work:Restoration and Improvements of Channamma and Narayanappa layout, Narayanagowda layout, Basavalingappa layout and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-11)"

Schedule-B

Sl no.	Description	Unit	Quantity	Rate, Rs	
				In Figures	In Words
1	KSRRB M300-14. Excavation for roadwork in all types of soil by mechanical means including cutting and loading to tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross sections, and transportation with a lead of 1.00 km and complete as per specifications MORTH Specificatio MORTH Specification No.301Loading and unloading with 10km lead.	cum	10299.30		
2	KSRRB 300-58. Compaction of original ground by mechanical means including filling in depression occuring during rolling including cost of all labour, HOM complete as per specifications.	Sqm	34331.00		
3	Construction of granular sub-base Grading-V as Sub-base and drainage layer by providing coarse graded crushed stone aggregates of granite/ trap/basalt material, mixing in a mechanical mix plant at OMC, Carriage of mixed material to work site, spreading in uniform layers with motor grader on prepared surface and compacting with vibratory power roller to achieve the 98 % proctor density, complete as per specifications Clause 401 of MORTH V Revision	cum	8584.50		
4	KSRRB M600-1.Providing and Constructing dry lean cement concrete mix CC 1:5:10 base with OPC 25mm and down size graded granite metal coarse aggregate at 0.86cum and 0.86cum and fine aggregate @0.58cum over a prepared sub-base,coarse and fine aggregate conforming to IS. 383-2016,aggregate cement ratio not to exceed 15:1.Aggregate gradation after blending to be as per Table 600-1,optimum moisture content to be determind during trial length construction,concrete strength not be determinde during trial length costruction, concrete strength not to be less than 10Mpa at 7 days,mixed in a batching plant,transported to site,laid with a paver,compacting with 8-10 tonnes vibratory roller, finishing and curing complete as per spectications. Clause 601 of MORTH V Revision and IS 456 Table-5 , with OPC at 150 kg/cum and coarse aggregate 0.86 cum,fine aggregate 0.58 cum using concrete Batch mix Plant at 75 cum/hr capacity with fixed form paver	cum	2503.80		

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5	Constructing un-reinforced,plain cement concrete for pavements using Grade concrete M30 over a prepared base with OPC coarse aggregate at 0.69 cum,fine aggregates at 0.46 cum,coarse and fine aggregate conforming to IS:383-2016,with Superplastizer at 3 its conforming to IS 9103-2008.mixed in a concrete mixer of not less than 0.6 cum capacity and appropriate weigh batcher as per approved mix design,laid in approved fixed side form work (sreel channel,layning and fixing of 125 micron thick polythene flm, wedges, steel plates including levelling the form work as per drawing). & Speration the concrete with shovels, rackers compacted using needle, screed and plate vibrator and finished with floaters in a construction and longitudinal joints,including groove cutting charges,joint filler,separation membrane of impermiable plastic sheet of 125 micron,sealant primer, joint sealant, admixtures as approved, curring compound, finishing to lines and grades, textured with texturing machine, and curing including cost of all materials,labour,hire charges of machineries , all lead & lift charges etc., complete as per specifications.with OPC AT 360 kg/cum and coarse aggregate 0.69,fineaggregate 0.46cum.	Sqm	2503.80		
6	KSRB 4-1.6: Providing and laying in postion **Plain cement concrete of Mix 1:2:4 with OPC @ 240kgs,** with 20mm and down size graded granite metal coarse aggregates @ 0.878 cum and fine aggregates @ 0.53cum, machine mixed, concrete laid in layers not exceeding 15cms, thick, well compacted, in **foundation, plinth and cills,** including cost of all materials, labour, HOM curing complete as per specifications	Sqm	75.90		
7	KSRB 4-1.3 : Providing and laying in position **plain cement concrete ofg Mix 1:4:8 with** opc @180kgs, with 40mm and down size graded granite metal coarse aggregates@0.85 cum and fine aggregates @0.57 cum machine mixed , machine mixed, concrete laid in layers mot exceeding 15cms. thick, well compacted, in foundation, including cost of all materials, labour, HOM curing complete as per Specifications.	cum	445.58		
8	KSRRB 300 - Excavation for road, drains and similar works KSRRB 300-1. Earthwork excavation by manual means in ordinary soil involving an average horizontal throw upto 2 meters and an average lift upto 0.5 m, excavated surface leveled and sides neatly dressed, the disposed earth to be leveled neatly after breaking of clods complete as per specifications.	Sqm	3006.66		
9	Providing and laying plain/reinforced cement concrete for side drains using M20 nominal mix concrete with OPC at 300 kgs. with 20mm and down size granite metal coarse aggregates at 0.69 cum and fine aggregates at 0.43 cum machine mixed, well compacted for walls and bottom including centering, shuttering, cost of materials, HOM of machinery, curing etc., complete excluding cost of steel as per MORTH specification No. 1500, 1700, 2200. Including cost of materials, labour, HOM complete as per specifications. Wall and Bottom Thickness 15 cm.	Cum	853.17		

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10	KSRRB M 2200-6 Providing T.M.T steel reinforcement for R.C.C work including straightening, cutting, bending, hooking, placing in position, lapping and or welding wherever required, tying with binding wire and anchoring to the adjoining members wherever necessary complete as per design (laps, hooks and wastage shall not be measured and paid) cost of materials, labour, HOM of machinery complete as per specifications. Specification No. TMT Bars Fe 500	Tn	52.91		
11	Providing and Fixing pre cast covering Slab of 100mm thick made out of CC jelly 20mm and down size with steel reinforecement , inclunding form work, lift charges, curing including cost of all materials ,Labour,Hire charges of machineries,loading onloading,lead and lift,Transportation etc,complete. as per Engineer in-charge	Sqm	2191.50		
12	Providing and fixing RCC precast cover slab of 230mm thick for drain in cement concrete 1:1.5:3 using graded granite jelly 20mm and down size with steel reinforcement, including form work, lift charges, curing and concrete finished surfaces on both sides etc, complete and as per drawing and the directions of Engineer in-charge.	Sqm	219.60		
13	Providing and fixing pre cast solid cement concrete kerb stones made out of C.C 1:2:4 with top and bottom width 114 and 165 mm respectively , 400mm high and 450mm in length finished with CM 1:3 plastering and finishing cutting, including form work, curing, including cost of all materials , labour,hire charges of machinery, loading, unloading, lead and lift, transportation ect.,	No's	9322.22		
14	KSRRB 800-1. Painting two coats after filling the surface with synthetic enamel paint in approved shades on new plastered concrete surfaces, with materials, labour complete as per specifications.	Sqm	1900.85		
15	KSRRB M400-17. Providing, laying, spreading and compacting crushed stone aggregates of granite / trap / basalt to wet mix macadam specifications including pre mixing the material with water at OMC in mechanical mix plant carriage of mixed materials by tipper to site, laying in uniform layers with paver in sub-base/base course on well prepared surface and compacting with vibratory roller to achieve the desired density complete as per specifications	Cum	3527.80		
16	KSRRB M500-6. Providing and applying primer coat with S.S. bitumen emulsion on prepared surface of granular base such as WMM including cleaning of road surface and sparying primer at the rte of 0.60 kg /sqm using mechanical means complete as per specifications.	Sqm	17639.00		
17	KSRRB 500-7. Providing and applying tack coat using 80/100 grade bitumen (VG10) on the prepared black topped surfaces at 2.5 kg per 10sqm, heating bitumen in boiler fitted with spray set (excluding cleaning of road surface) including cost of materials , labour, HOM complete as per specification	Sqm	17639.00		

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18	KSRRB M500-17. Providing and laying Dense Graded Bituminous Macadam using crushed aggregates of specified grading, premixed with VG30 grade bituminous binder and, transporting the hot mix to work site, laying to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction in all respects complete as per specifications. clause 505 of MORTH V revisionusing 40/60 TPH capacity H.M.P. with mechanical paver Gr-II (50mm to 75mm) with 4.5% VG-30 bitumen with all lead and lift and as per the direction of Engineer in-charge	cum	881.95		
19	Providing and laying Bituminous concrete , using crushed aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site, laying with a paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction in all respects complete as per specifications. Clause 507 of MORTH V revision - using 40-60 TPH capacity HMP with mechanical paver grading II (30-40mm) with 5.4% of VG-30 bitumen	cum	705.56		
20	KSRRB M800-13. Road Marking with Hot Applied 'Thermoplastic Compound with Reflectrising Glass Beads on Bituminous Surface / Concrete Surface :- Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads at 250 gms per sqm area, thickness of 2 5 mm is exclusive of surface applied glass beads as per IRC:35. The finished surface to be level, uniform and free from streaks and holes complete as per specifications.	Sqm	1890.75		
21	KSRRB M800-35. Supply and Installtion of Moulded Shank Raised Pavement Markers made of polycarbonate and ABS(Acrylonitrile Butadiene Styrene) moulded body and reflective panels with micro prismatic lens capable of providing total internal reflection of the light entering the lens face and shall support a load of 16000 kg tested in accordance to Specifications of Category A of MORTH Circular No RW/ NH/33023/10-97 - DO III Dt 11.06. 1997. The height, width and length shall not exceed 50 mm, 100 mm and 102 mm and with minimum reflective area of 13 Sqcm on each side and the slope to the base shall be 35 degree. The strength of detachment of the integrated cylindrical shanks, (of diameter not less than 19 mm and height not less than 30 mm) from the body is to be a minimum value of 500 Kg. Fixing will be by drilling holes on the road for the shanks to go inside, without nails and using epoxy resin based adhesive as per manufacturer's recommendation and complete as directed by the engineer	No	1345.50		

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause

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(4) If there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

(5) GST will be paid separately to the Tendered Amount

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:

.....*[name of Employer]*

.....*[address of Employer]*

WHEREAS .....*[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated ..... to execute .....*[name of Contract and brief description of Works]* (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee,

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. .....*[amount of guarantee]* [38]_Rupees.....*[in words]*, and we undertake to pay you, upon your first written demand and without caval or argument, any sum or sums within the limits of .....*[amount of guarantee]*[39] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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[38] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[39] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

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